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A G R E E M E N T

Between

Bergenfield Borough
THE BOROUGH OF BERGENFIELD

and

BERGENFIELD POLICEMEN'S ASSOCIATION

PBA LOCAL NO. 309

1986 - 1987

X < Jan. 1, 1986 - Dec. 31, 1987

Law Offices:

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PREAMBLE

This Agreement, effective as of the first day of January, 1986, by and between the Borough of Bergenfield, New Jersey, hereinafter referred to as the "Borough", and Bergenfield Policemen's Benevolent Association, PBA Local No. 309, hereinafter referred to as the "Association" is designed to maintain and promote a harmonious relationship between the Borough and such of its employees who are within the bargaining unit defined in Article I hereof in order that more efficient and progressive public service may be rendered.

ARTICLE I

RECOGNITION

A. The Borough hereby recognizes the Association as the exclusive majority representative within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq. for collective negotiations concerning salaries, hours of work, and other terms and conditions of employment for all police officers employed by the Borough excluding the Chief of Police and the Deputy Chief of Police.

B. Unless otherwise indicated, the terms "police officer", "employee" or "employees" whenever used in this Agreement refer to all persons represented by the Association in the above-defined bargaining unit.

ARTICLE II

MANAGEMENT AND POLICEMEN'S RIGHTS

A. The Borough hereby agrees that every police officer shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental powers under the laws of the State of New Jersey, the Borough undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any police officer in the enjoyment of any rights, privileges, or benefits conferred upon police officers by the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1.1 et seq., or other laws of the State of New Jersey or the Constitutions of the State of New Jersey or of the United States. The Borough further agrees that it shall not discriminate against any police officer with respect to hours, wages or any terms or conditions of employment by reasons of his membership in the Association and its affiliates, his participation in any lawful activities of the Association and its affiliates, collective negotiations with the Borough or the institution of any grievance under this Agreement with respect to the terms and conditions of employment.

B. Except as otherwise provided herein, the Borough retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon

and vested in prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

- (1) To the executive management and administrative control over the Borough Government and its properties and facilities and activities of its employees;
- (2) To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignments and to promote and transfer employees;
- (3) To suspend, promote, demote, transfer, assign, re-assign, discharge, or take any other disciplinary action for good and just cause according to law.

C. Nothing contained herein shall be construed to deny or restrict either party of or in its rights, responsibilities, and authority, under N.J.S.A. Titles 11, 34, 40 and 40A, or any other national, state, county or other applicable laws.

D. Neither the Association nor any of its members shall engage in any job action, strike, work stoppage, sit down, slow down, sick call action, boycott or any other form of interference with Borough operations during the term of this Agreement.

E. The Borough will not engage in any lockout of employees covered by this Agreement during the term hereof.

ARTICLE III

SALARIES

A. Employees' base salaries shall be as follows for the calendar years 1986 and 1987:

	Effective <u>January 1, 1986</u>	Effective <u>January 1, 1987</u> <i>February 1, 1987</i> <i>LLH</i> <i>J</i>
<u>Patrolman</u>		
Training (Until Academy Cert.)	\$18,000.00	\$19,500.00
First Year	18,939.00	20,423.00
Second Year	21,025.00	22,673.00
Third Year	26,001.00	28,038.00
Fourth Year	28,248.00	30,462.00
Fifth Year (Maximum)	30,602.00	33,000.00
<u>Sergeant</u>	33,598.00	36,231.00
<u>Lieutenant</u>	36,701.00	39,577.00
<u>Captain</u>	39,598.00	42,692.00

B. Increments shall be paid in accordance with past practice.

ARTICLE IV

LONGEVITY

In addition to salaries, wages or other payments hereunder, each police officer shall receive longevity compensation based upon years of service with the Borough as follows:

Six (6) through eight (8) years of Service.....	1% of base pay
Nine (9) through eleven (11) years of Service.....	2% of base pay
Twelve (12) through fourteen (14) years of Service.....	3% of base pay
Fifteen (15) through seventeen (17) years of Service.....	4% of base pay
Eighteen (18) through twenty (20) years of Service.....	5% of base pay
Twenty-one (21) through twenty-three (23) years of Service.....	6% of base pay
Twenty-four (24) through twenty-six (26) years of Service.....	7% of base pay
Twenty-seven (27) years of Service and thereafter.....	8% of base pay

ARTICLE V

OVERTIME

A. Overtime shall be defined as any work in excess of forty (40) hours per week based upon usual shifts as averaged in accord with present procedure. For each such extra hour worked, overtime compensation or compensatory time in lieu of payments shall be calculated at one and one-half times the regular hourly base rate of pay.

B. Off-duty court appearances, excluding appearances in civil actions, shall be compensated at one and one-half times the hourly base rate of pay for all hours worked.

C. Provided, however, that no overtime shall be paid to Captains.

ARTICLE VI

CLOTHING ALLOWANCE

Each employee shall receive an annual clothing allowance in the amount of Four Hundred (\$400.00) Dollars.

ARTICLE VII

HOLIDAYS AND PERSONAL DAYS

A. Each employee shall enjoy the following twelve (12) paid holidays during each year of this Agreement:

New Year's Day	Independence Day
Lincoln's Birthday	Labor Day
Washington's Birthday	Columbus Day
Good Friday	Veteran's Day
Memorial Day	Election Day
Thanksgiving Day	Christmas Day

B. In addition to his regular pay, each employee shall have the option, subject to the approval of the Chief of Police, to receive compensatory time off or a cash payment equal to one (1) day's pay, for each of the holidays listed in Section A above. The Chief's decision in such matters shall not be grievable.

C. Each employee shall be entitled to one (1) personal leave day annual without loss of pay in addition to any other time off provided for in this Agreement.

ARTICLE VIII

INSURANCE AND DEATH BENEFITS

A. Existing Blue Cross, Blue Shield and Dental Insurance benefits shall be continued for all active employees and employees who are retired and their eligible dependents during the term of this Agreement.

B. The Borough agrees to pay the sum of Ten Thousand (\$10,000.00) Dollars to the estate of any employee killed in the line of duty.

C. Effective March 1, 1986, the Borough shall provide as an additional medical coverage at the Borough's sole cost and expense, a full family prescription drug insurance plan for all employees covered by this Agreement. Said prescription program shall have a Three (\$3.00) Dollar co-payment provision.

ARTICLE IX

VACATIONS

A. Each employee shall be entitled to annual vacation leave depending upon his years of service within the Department as follows:

<u>Years of Service</u>	<u>Amount of Vacation Time in Working Days</u>
1st Year.....	1 day per month worked
2nd through 5th Year.....	12 days
6th through 10th Year.....	15 days
11th through 15th Year.....	18 days
16th through 20th Year.....	21 days
More than 20 Years.....	25 days

B. Where in any calendar year the vacation, or any part thereof, is not granted by reason of pressure of municipal business, it shall accumulate and be granted in the next succeeding calendar year only. Vacation time accrued but not taken voluntarily shall not accumulate beyond the calendar year in which it accrues.

ARTICLE X

COLLEGE CREDIT COMPENSATION

A. Each member of the Police Department shall receive as additional compensation Eighteen (\$18.00) Dollars per credit for each college credit earned by such member or for the completion of any equivalent non-college course in police science, provided the course of study receives the prior approval of the Chief of Police and the Police Committee, which approval shall not be unreasonably withheld. Credit equivalency shall be determined by classroom hours in college credits (40 hours = 1 credit). Such additional compensation shall not exceed the sum of \$1,300.00 per man in any one calendar year and shall be payable in the month of November in the year following the year of successful completion of the course.

B. The parties agree that the total cost of college credit payments shall not exceed Forty-five Thousand (\$45,000.00) Dollars in the aggregate for all payments in any single year. In the event that the total sum would exceed Forty-five Thousand (\$45,000.00) Dollars, the Association agrees that each employee shall receive a proportionate reduction in his payment in order to bring the total aggregate to Forty-five Thousand (\$45,000.00) Dollars. It is further agreed that should the number of sworn personnel eligible for college credits increase above fifty-two (52) individuals, the CAP of Forty-five Thousand (\$45,000.00) Dollars shall be increased by \$1,300.00 per individual above 52.

C. Non-college courses in police science shall be defined as courses of study in which an employee has expended his own time and money for the improvement of his skills. It shall not include in-service training or seminars attended at the Borough's expense or while on duty. College credits earned prior to January 1, 1981 shall not be affected by this Agreement.

D. College credits shall not be available to first year employees hired after January 1, 1986. Thereafter present practice shall prevail.

ARTICLE XI

MISCELLANEOUS

All employees attending training seminars shall receive a daily expense allowance in the amount of Three (\$3.00) Dollars.

ARTICLE XII

GRIEVANCE PROCEDURE

A. A grievance is any complaint arising with respect to wages, hours of work or other negotiable conditions of employment and includes any dispute over the interpretation, application or construction of this Agreement. In order to provide for the expeditious and mutually satisfactory settlement of grievances, the procedures hereinafter set forth shall be followed. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss and resolve the matter informally with any appropriate member of the department.

B. Complaints may be initiated by any individual employee to his immediate superior. An earnest effort shall be made to settle the dispute immediately. If the complaint is not adjusted satisfactorily at this stage and the employee wishes to enter a grievance, it shall be presented by the employee or by the authorized Association representative.

C. When the Association wishes to present a grievance for itself or for an employee or group of employees for settlement or when an aggrieved employee wishes to present a grievance, such grievance shall be presented as follows:

Step 1. The aggrieved employee, the President of the Association, or his duly authorized representative, shall present and discuss the grievance or grievances orally with the Police

Chief or his duly designated representative. The Police Chief shall answer the grievance orally within five (5) days.

Step 2. If the grievance is not resolved at Step 1, or if no answer has been received within the time set forth in Step 1, the Association shall present the grievance within five (5) working days in writing to the Chief of Police. This presentation shall set forth the position of the Association, or the employee, and at the request of either party, discussions may ensue. The Chief of Police shall answer the grievance in writing within five (5) working days after receipt of the written grievance setting forth the position of the employer.

Step 3. If the grievance is not resolved at Step 2, or if no answer has been received by the Association within the time set forth in Step 2, within seven (7) working days of the receipt of the written response in Step 2, or of the time limitation for response (if no response is received), the grievance may be presented in writing to the Municipal Administrator. The final decision of the Administrator shall be given to the Association in writing within seven (7) working days after the receipt of the written grievance.

Step 4. If the grievance has not been settled by the parties at Step 3, or if no answer in writing by the Administrator has been received by the Association within the time provided in Step 3, the Association may, within seven (7) working days thereafter, appeal the adverse decision to the

Mayor and Council in writing. The Mayor and Council shall, if requested by the employee or the Association, or in its own discretion, within ten (10) working days after the receipt of the written notice of appeal setting forth the nature of the grievance, the relief sought and the Administrator's response, hold a private hearing at which the employee, the Association, or their authorized representative may be heard. Thereafter, within ten (10) working days after such hearing, or the receipt of the Notice of Appeal (if no hearing is held), the Mayor and Council shall deliver its decision in writing. Said decision shall be conclusive and binding on all parties.

D. In the event an appeal is not timely filed in writing pursuant to Steps 2, 3, or 4 of Section C, the decision at the prior Step shall be final and the matter shall be considered closed.

E. Arbitration

1. If the grievance is not settled through Steps 1, 2, 3 and 4, either party may refer the matter to the ~~American Arbitration Association (AAA)~~ ^{PERC} within ten (10) days after the determination by the Mayor and Council for binding arbitration. Said request may be made only when the grievance alleges specific violations of this Agreement, including past practice, and concerns mandatorily negotiable terms and conditions of employment. All other grievances end with the decision by the Mayor and Council. An Arbitrator shall be

selected pursuant to the Rules of the ~~AAA~~. *peace WHP*

2. The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any supplement thereto. The decision of the Arbitrator shall be final and binding.

~~3. The Arbitrator shall only be permitted to hear one (1) grievance on only one (1) issue per arbitration. No multiple grievance arbitrations will be permitted unless by written consent by the Mayor and Council and the PBA prior to the commencement of the arbitration.~~ *WHP*

3. The cost for the services of the Arbitrator shall be borne equally between the Borough and the Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

ARTICLE XIII

TERMINAL LEAVE

A. All employees who have served in the Borough for fifteen (15) years or more shall be entitled at retirement to terminal leave with pay in accordance with the following schedule:

15 - 19 years	-	3 months
20 - 24 years	-	4 months
25 - 29 years	-	5 months
30 - 34 years	-	6 months
35 - 39 years	-	7 months
40 years or more	-	8 months

Except as provided by Section B hereof, it is understood that any employee who exercises his ordinary retirement privilege or ordinary disability retirement privilege prior to attaining twenty (20) years of service shall not be entitled to the insurance benefits provided by the Borough for retired employees. It is understood and agreed that any employee seeking to retire prior to attaining twenty (20) years of service shall not be permitted to commence his retirement and terminal leave during the period from March 1st through September 1st of any calendar year.

B. In the event an employee receives an accidental disability retirement for job-connected disability pursuant to N.J.S.A. 43:16A-7, it is understood and agreed that insurance benefits provided by the Borough for retired employees, shall be

provided to such employees so long as the provision of such benefits is permitted under New Jersey law.

C. Such terminal leave shall be exclusive of compensation for any vacation time, personal day, sick day, holiday time and college credits to which the employee may be entitled at retirement.

D. During terminal leave status, said retiring employee shall not accrue payment or credit for vacation, personal day(s), sick day(s), holiday(s), or college credits.

ARTICLE XIV

SICK LEAVE

A. Sick leave shall be granted to each employee in the amount equal to one full working year which shall be renewed annually but shall not accumulate past December 31st of each year. If an employee has utilized twelve (12) months of continuous sick leave, the decision to continue sick leave shall rest solely with the Mayor and Council. The Chief of Police shall be permitted to require a doctor's note for any absence at his discretion with said decision not grievable. If at any time during the term of this Agreement the Borough Administrator and Police Chief determine that the sick leave policy is being abused, the parties agree that a policy of granting fifteen (15) days per man per year, with unused sick days accumulating each year, shall be implemented immediately. Said decision shall not be grievable.

B. In the event that the fifteen (15) day policy is implemented due to sick leave abuse, the parties agree that each employee shall automatically be credited with fifteen (15) days credit for each year of employment.

ARTICLE XV

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect. The parties shall meet for the purpose of negotiating changes made necessary by the applicable law.

ARTICLE XVI

DEPARTMENTAL INVESTIGATIONS

In an effort to insure that departmental investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted.

1. The member of the force shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the members of the allegations should be provided. If it is known that the member of the force is being interrogated as a witness only, he should be so informed at the initial contact.

2. At every stage of the proceedings, the Department shall afford an opportunity for a member of the force, if he/she so requests, to consult with counsel and/or his/her Association representative before being questioned.

The employee shall have the right to have his/her attorney and/or Association representative present during all questioning.

ARTICLE XVII

EXTRA CONTRACT AGREEMENTS

A. The Borough agrees not to enter into any other Agreement or contract with the employees covered by this Agreement, individually or collectively, or with any other organization which in any way conflicts with the terms and provisions of this Agreement unless the Association agrees to such change in writing or a new representative is duly elected by the employees.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

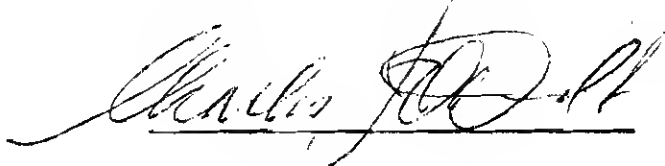
ARTICLE XVIII

TERM OF AGREEMENT

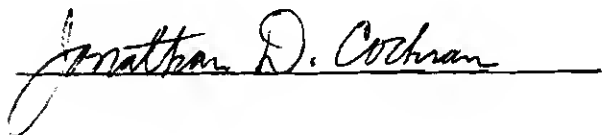
This Agreement shall be effective January 1, 1986 and shall remain in full force and effect until December 31, 1987. In the event no new or substitute Agreement is entered into on or before December 31, 1987, the terms and conditions of this Agreement shall continue in full force and effect until a substitute Agreement is executed.

BERGENFIELD POLICEMEN'S
ASSOCIATION, PBA LOCAL NO. 309

BOROUGH OF BERGENFIELD



ATTEST:



ATTEST: